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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

ERNEST SUSSMAN, an individual; and
FLER SUSSMAN, an individual

Plaintiffs

vs.

CRESTBROOK INSURANCE
COMPANY, an Ohio corporation and a
wholly owned subsidiary of
NATIONWIDE MUTUAL INSURANCE
COMPANY; DOES I through X,
inclusive, and ROE CORPORATIONS I
through X, inclusive,

Defendants

CASE NO.: 2:24-cv-01228-CDS-NJK

**ORDER APPROVING
STIPULATION OF DISMISSAL OF
THE ACTION, WITHOUT
PREJUDICE, AND TOLLING OF
APPLICABLE STATUTES OF
LIMITATIONS AND TIME TO SUE
POLICY PROVISION**

[ECF No. 22]

STIPULATION OF DISMISSAL AND TOLLING OF APPLICABLE STATUTES OF
LIMITATIONS AND THE POLICY'S TIME TO SUE PROVISION

1 Plaintiffs ERNEST SUSSMAN and FLER SUSSMAN (“Plaintiffs”), by and
2 through their undersigned counsel of record, and Defendant CRESTBROOK
3 INSURANCE COMPANY (“Defendant”), by and through its counsel of record, hereby
4 jointly stipulate and agree, and respectfully request the Court to order, as follows:

5 1. Plaintiffs, at all relevant times, were insured under a Homeowners policy of
6 insurance issued by Defendant Crestbrook Insurance Company (“Crestbrook”), policy
7 number HO00246389-02, in effect from December 5, 2022 to December 5, 2023,
8 insuring Plaintiffs’ residence located at 9805 Mountain Grove Court, Las Vegas, Nevada
9 (the “Policy”).

10 2. This action derives from a claim made by Plaintiffs to Crestbrook under the
11 Policy for insurance benefits for damage to Plaintiffs’ residence caused by and resulting
12 from a leaking water line located underneath the slab of the residence and damage caused
13 by and resulting from repair of that leaking water line. The Policy does not provide
14 coverage for the cost to repair the leaking water line.

15 3. Plaintiffs have asserted against Crestbrook in the Complaint on file herein
16 causes of action for bad faith violations of NRS 686A.310, breach of contract, and breach
17 of the covenant of good faith and fair dealing.

18 4. Plaintiffs and Crestbrook have agreed and hereby stipulate that Plaintiffs
19 shall dismiss this action, without prejudice, and, in exchange and as consideration for that
20 dismissal, Crestbrook hereby agrees and stipulates that the statute of limitations
21 applicable to the causes of action asserted by Plaintiffs in the Complaint on file in this
22 action as of this date, and the Policy’s one year internal time limitation for bringing a
23 legal action against Crestbrook, found in the Policy’s Property Conditions, item (8), titled
24 Suit Against Us, shall be deemed tolled for a period of two (2) years from the date of said
25 dismissal, such that Plaintiffs may refile the identical causes of action as already exist in
26 the Complaint on file herein, but no others, against Crestbrook within two years from the
27 date of said dismissal and Crestbrook waives the applicable Statute of Limitations and
28

1 internal Policy time limitation to sue as against those identical causes of actions and
2 claims if refiled within those two years.

3 5. The agreement by Crestbrook to toll and waive a statute of limitations
4 defense and the Policy's internal one year time limitation to sue is applicable only as to
5 the causes of action already pled against it by Plaintiffs in the Complaint on file in this
6 action as of the date of this Stipulation. Crestbrook reserves the right to assert any and all
7 defenses, including a statute of limitations defense and/or the Policy's internal time
8 limitation to sue, against any new or other causes of action or claims Plaintiffs should, in
9 the future, assert or file against Crestbrook related to the loss and insurance claim that is
10 the subject of this action.

11 **IT IS SO STIPULATED.**

12
13 Dated: March 21, 2025

MARQUIS AURBACH

14 By: /s/ Christian Balducci
15 CHRISTIAN BALDUCCI
16 Attorneys for Plaintiffs,
17 ERNEST and FLER SUSSMAN

18 Dated: March 21, 2025

HINES HAMPTON PELANDA LLP

19
20 By: /s/ Nicole Hampton
21 Nicole Hampton
22 Attorneys for Defendant,
CRESTBROOK INSURANCE COMPANY

23 Based on the parties' stipulation, this case is
24 dismissed without prejudice, with each party to
25 bear its own costs and fees. The Clerk of Court is
26 kindly instructed to close this case.

27 
28 UNITED STATES DISTRICT JUDGE
DATED: June 20, 2025